RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

KEVIN D. FREDERICK, ESQ. 702 MARSHALL STREET, SUITE 620 REDWOOD CITY, CA 94063 (650) 365-9800 2010-025365

04:16pm 03/05/10 DR Fee: 21.00 Count of pages 3 Recorded in Official Records County of San Mateo Warren Slocum



SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SEABRIDGE COMMUNITY ASSOCIATION, INC.

NS SNC

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 25th day of January, 2010, by SEABRIDGE COMMUNITY ASSOCIATION, INC., a California nonprofit corporation (hereinafter "Association").

RECITALS

A. On February 8, 1977, a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was recorded in the Office of the Recorder of San Mateo County as Document No. 79613AK, for the Association and its members, applicable to the real property located in the City of Redwood City, County of San Mateo, State of California, more particularly described on that certain subdivision Map entitled "Marlin Subdivision No. 4, Redwood City", recorded on October 22, 1974, in Book 86 of Maps, Pages 12 through 17, in the Office of the Recorder of the County of San Mateo.

B. On January 2, 1992, the Association recorded an Amendment to Declaration of Covenants, Conditions and Restrictions in the Office of the Recorder of San Mateo County as Document No. 92000247.

C. Association now desires to make a Second Amendment to the Declaration of Covenants, Conditions and Restrictions pursuant to Section 16.2 of the Declaration.

1

Document Number: 2010-025365 Page: 1 of 3

NOW, THEREFORE, Association hereby amends and modifies said Declaration of Covenants, Conditions and Restrictions as follows:

1. Article XVII, Section 4(b) is amended as follows:

Where fences and exterior partition walls divide individual Lots from Common Area the Association performs maintenance, repairs and replacement and shares the cost equally with the individual Owner (except as to painting or staining). The Association shall implement the work, control it and collect the Owner's share as a reimbursement or by such other method as may be agreed upon or specified under the CC&R's, including assessments. However, if the design or composition of the fence is changed by the Board or Architectural Committee, the Association will pay the entire cost on a one-time only basis.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions and Restrictions is executed by the President of the Association.

> SEABRIDGE COMMUNITY ASSOCIATION, INC.

BY: Xaren & Konstach

I hereby certify and declare, under penalty of perjury, that the foregoing Amendment has been approved by the percentage of owners required by the Declaration.

Executed at Redwood City, California, on the 5 day of March, 2010.

Zaren M Rosbach

State of California

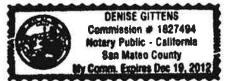
)ss.

County of SAN MARCO

On MAKCH 5, 2010, 2010, before me, PENISE GUTTENS, a Notary Public, personally appeared, KAREN G. ROSSPACH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand And official seal.



CC&Rs\Seabridge.amendment 12/16/09 - Jmh